

Dear MAGTFTC 29 Palms Resident:

As you are aware, Lincoln BP Management, Inc. is assuming the management of the family housing at MAGTFTC 29 Palms effective 1 October, 2005. We look forward to making your stay on-base a positive one, and look forward to meeting with you.

We will be sharing the Housing Office, Building 1003 on Cottontail Road, with the current office staff. Feel free to drop in during our normal business hours, 0830-1730 Monday through Saturday. Our office phone number is (760) 368-4500. If you have a maintenance emergency after-hours, please call Lincoln at your Service at (888) 578-4141. You should continue to use your current numbers for maintenance and emergencies prior to 1 October.

Enclosed are two (2) copies of the Lease, Lease Addenda, Community Guidelines, Action Form and DD Form 2558 (for Army or Navy Members).

**The Lease Packet and Action Forms are due back to the Housing Office no later than 30 September, 2005 by 1730. It is imperative that the lease is returned to us prior to the PPV commencement date of 1 October, 2005. Please fill out and sign/initial all of the documents in one of the packets, and retain the other copy for your records. Do not remove the staple on the packet that you return to us.**

To assure that we have accurate and complete information, we need you to read, fill in and sign the following:

#### **Action Form**

Please fill in this form completely and sign at the bottom. This form is used to start your housing allowance.

#### **DD Form 2558**

This form needs to be filled out in conjunction with the Action Form for those that are either Army or Navy Members, not necessary for Marines.

#### **Lease Agreement (9 pages)**

Page 1: Please look at the following items and fill in any blanks. This data is important and needs to be accurate so that our system matches that of the Marine Corps. If any of the pre-printed information is incorrect, cross through and correct, and initial the correction:

- Unit Number

- Unit Address
- Unit Type (i.e., 3 or 4 bedroom)
- Name: Complete last, first and middle initial. Include the names of all occupants over eighteen years of age under box "4", social security numbers, pay grade, branch, duty station/UIC, and home phone number.
- List of all occupants, box "11": Names, dates of birth, relationship.
- Emergency Contact, box "12": Name, relationship and phone number for your emergency contact.
- Special Provisions, box "13": To include EFM, notes, etc.
- Signature Block: All occupants eighteen years and older need to sign and print their name.

Pages 2-9: All occupants eighteen years and older need to initial each page. On page 8, please fill in the number of door and mailbox keys you were given upon move-in, and remote control devices if any.

Page 9: All occupants eighteen and older need to sign and date this page.

### **Pet Agreement**

Please fill out the information on your pet if you have one, and sign and date page 2. If you don't currently own a pet, please put an N/A under the "Description of Pet" blocks and sign and date page 2. You may ignore the "Attach a Photo of the Pet" section, not required for current residents.

### **Satellite Dish and Antenna Agreement**

Please sign and date page 2. We need this agreement signed whether or not you currently have a satellite dish.

### **Construction and Relocation Rider**

Please sign and date page two.

### **Mold and Mildew Disclosure**

Please sign and date page 3, and initial all other pages.

### **Lead Based Paint Hazards Disclosure**

Please sign and date page 1. Refer to the information that the Housing Office provided to you when you moved in. If you need a copy of the "Protect your family from lead in your home" pamphlet, or need to know more information on your particular unit, please visit the Housing Office.

### **Ordinance Disclosure**

Please sign and date page 1.

### **Community Guidelines and Policies**

Please read through the Community Guidelines and have all occupants eighteen and older sign and date page 11, as well as provide us with all of your vehicle information on page 12.

We understand that there is a lot of paperwork for you to review. This lease and all other forms have been reviewed by your local SJA as well as MCHQ and approved in total. If you don't have any questions you may drop off the signed copy of the Lease and Action Form at the Housing Office during normal business hours. If you do have any questions we will be available prior to the lease due date on 8 September through 10 September and from 12 September through 16 September in the Housing office from 0830-1730.

In order for us to get our data base completed, we need to get all of these signed documents back from you. Please keep all pages stapled together and attach the Action Form and DD Form 2258 (if applicable) attached to the front of the packet. If you will be signing the documents for a spouse that is deployed or out of the area, please remember to include a copy of your General Power of Attorney.

**Please remember, all residents must have the signed lease packet to the Housing Office no later than 30 September, 2005.**

Thanks in advance for your cooperation!



LINCOLN BP  
MANAGEMENT  
INC.

## PPV ACTION FORM

### BAH START

(Move Out, Move In, TOS or ICT)

SSN #: \_\_\_\_\_

BRANCH OF SERVICE: \_\_\_\_\_

SERVICE MEMBER'S NAME: \_\_\_\_\_

RANK: \_\_\_\_\_

DISTRICT OFFICE: N/A

COMMUNITY: 29 PALMS

CURRENT ADDRESS: \_\_\_\_\_

MOVE OUT ADDRESS: N/A

REASON: N/A  
(PCS, Divorce, EAS, etc.)

EFFECTIVE DATE OF REQUESTED ACTION: 1 OCTOBER 2005

STATUS UPDATE (New Family Member, Rank, Telephone Number, etc.): N/A

By signing this form I hereby acknowledge that I agree with the terms set forth in the residential lease agreement and I authorize Lincoln Military Housing, PPV housing partner to collect my housing allowance (BAH). This includes authorization for PPV to initiate start, stop or changes to my allotment in reference to my housing allowance (**BAH ONLY**). I understand that I am responsible for rent from the day I accept possession of the home, through the day I return keys. I also understand I am responsible to notify PPV of any changes in status of any kind.

\_\_\_\_\_  
Resident/Sponsor Signature

\_\_\_\_\_  
Date

Please ensure a SPECIAL POWER of ATTORNEY is attached if signed by someone other than service member

\_\_\_\_\_  
Lincoln PPV Representative

\_\_\_\_\_  
Date

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**- FOR PPV HOUSING USE ONLY -**  
company code-tenant code-property code info

# AUTHORIZATION TO START, STOP OR CHANGE AN ALLOTMENT

## PRIVACY ACT STATEMENT

**AUTHORITY:** 37 U.S.C., E.O. 9397.

**PRINCIPAL PURPOSE:** To permit starts, changes, or stops to allotments. To maintain a record of allotments and ensure starts, changes, and stops are in keeping with member's desires.

**ROUTINE USES:** Information may be released to computer service centers and other accounting services when such centers and services act as authorized agents of organizations specified by the member to receive allotments. Disclosure may be made to the Federal Reserve System when payment of allotment is made through the electronic fund transfer system to financial organizations. Records may also be disclosed to Congress; allottees, Secret Service; General Accounting Office, Federal, State and local courts; U.S. Treasury; and to the Department of Justice, in some cases for prosecution, civil litigation, or for investigative purposes.

**DISCLOSURE:** Voluntary; however, failure to provide the requested information as well as the SSN may result in the member not being able to start, change, or stop allotments.

## TO BE COMPLETED BY ALLOTTER

1. BRANCH OF SERVICE (X one)		2. NAME OF ALLOTTER (Last, First, Middle Initial) (Print or type)		3. SSN	PAY GRADE
<input type="checkbox"/> AIR FORCE	<input type="checkbox"/> MARINE CORPS				
<input type="checkbox"/> ARMY	<input type="checkbox"/> NAVY				
5. ADDRESS OF ALLOTTER (Street or Box Number, City, State, ZIP Code)		6. DAYTIME TELEPHONE NUMBER (Include Area Code)	7. EFFECTIVE DATE (YYYYMM)	8. MONTHLY AMOUNT OF ALLOTMENT \$	
9. NAME OF ALLOTTEE (First, Middle Initial, Last)		10. ALLOTMENT ACTION (X one) <input type="checkbox"/> START <input type="checkbox"/> STOP <input type="checkbox"/> CHANGE		11. TERM IN MONTHS	
12. CREDIT LINE (If applicable)		13. ALLOTMENT CLASS AUTHORIZED (X one)			
		<input type="checkbox"/> C - CHARITABLE <input type="checkbox"/> D - DISCRETIONARY ALLOTMENTS (Includes dependent support, payment of financial institution, insurance, repayment of home loan, rent, etc. (Notes 1 and 2)) <input type="checkbox"/> E - CHARITY - EMERGENCY/ASSISTANCE FUND CONTRIBUTION <input type="checkbox"/> L - REPAYMENT OF LOAN TO SERVICE ORGANIZATION (Red Cross, Relief Society, etc. - Navy and Marine Corps only) <input type="checkbox"/> N - NSLI OR USGLI INSURANCE PREMIUM <input type="checkbox"/> T - PAYMENT OF DEBTS TO U.S., DELINQUENT STATE OR LOCAL INCOME/EMPLOYMENT TAXES <input type="checkbox"/> - OTHER (Specify)			
14. ALLOTTEE'S MAILING ADDRESS (Street or Box Number, City, State, ZIP Code)					
15. IF FOREIGN ADDRESS COMPLETE AS FOLLOWS (Province, Country)					
16. REMARKS					
17. COMPANY CODE/FINANCIAL INSTITUTION/ROUTING TRANSIT NUMBER		18. ACCOUNT NUMBER/POLICY NUMBER			
		19. TOTAL CLASS L AMOUNT \$		20. TOTAL CLASS T AMOUNT \$	

## STATEMENT OF UNDERSTANDING

I understand that this allotment is legal and that by voluntarily completing this form, I am responsible for:

- Ensuring that the information is correct;
- Reviewing my Leave and Earnings Statement to ensure the allotment stops, starts, or changes as directed including amount and payee;
- Collecting overpayments from the receiver (payee) of the allotment, if I do not change or stop the allotment after a loan is repaid;
- Contacting the receiver (payee) of the allotment, at my expense, to obtain monthly statements for my personal records.

I also understand that any problems once the allotment is delivered to the receiver (payee) are beyond the control of the Defense Finance and Accounting Service (DFAS) and that DFAS is only responsible for ensuring proper delivery of any voluntary allotment for the period directed. I further understand that pursuant to conditions listed in the DoD 7000.14-R, Volume 7A, changes can be made by DFAS to an allottee's name, address, or account number.

21. SIGNATURE OF ALLOTTER

22. DATE (YYYYMMDD)

**NOTE 1.** Must be different address than allotter. Each dependent allotment must have a different credit line. Only one support allotment per dependent is allowed.

**NOTE 2.** This is a voluntary allotment and can be to any payee you desire.



# LEASE AGREEMENT 29 PALMS

Page 1 of 9

<b>COMMUNITY 29 Palms MAGTFTC</b>					
<b>UNIT NUMBER</b>		<b>UNIT ADDRESS</b>			<b>UNIT TYPE</b>
CITY Twenty-Nine Palm		COUNTY San Bernardino	STATE California		ZIP 92278
<b>1. CURRENT DATE</b> (MM/DD/YYYY)		<b>2. LEASE COMMENCEMENT DATE</b> (MM/DD/YYYY) 10/01/2005		<b>3. LEASE END DATE</b> 6 months from the commencement date (see paragraph 2)	
<b>4. RESIDENT(S) - INDIVIDUAL(S) RESPONSIBLE FOR LEASE (All individuals 18 years of age or older)</b>					
a. NAME (Last, First, Middle Initial)	b. SSN	c. Pay Grade	d. Branch	e. Duty Station/ UIC	f. Home Phone
a. NAME (Last, First, Middle Initial)	b. SSN	c. Pay Grade	d. Branch	e. Duty Station/ UIC	f. Home Phone
<b>5. MONTHLY RENT</b>			As defined in paragraphs 3, 4 and 5		
<b>6. SECURITY DEPOSIT AMOUNT</b> (Excluding additional amount for Satellite Dish)			Waived for service members using allotment or UDEFT and one month's rent for all others		
<b>7. LATE CHARGE</b> (Applied after the 5 <sup>th</sup> of the Month)			\$ 25.00		
<b>8. RETURNED CHECK CHARGE</b>			\$25.00 for the first returned check and \$35.00 for each subsequent check returned		
<b>9. UTILITIES PAID BY OWNER</b> All paid by Owner except telephone, cable TV and unreasonable utility usage pursuant to paragraph 8					
<b>10. RENT PAYABLE TO MANAGEMENT OFFICE:</b> Lincoln BP Management, Inc., Building 1003 Cottontail Rd., Twenty-Nine Palms, CA 92278-8106 760-368-4500					
<b>11. LIST OF ALL OCCUPANTS</b> (Do not list any from Number 4 above )					
1a. NAME (Last, First, Middle Initial)				b. DATE OF BIRTH	c. RELATIONSHIP
2a.				b.	c.
3a.				b.	c.
4a.				b.	c.
5a.				b.	c.
6a.				b.	c.
<b>12. EMERGENCY CONTACT</b>					
a. NAME		b. RELATIONSHIP		c. TELEPHONE	
<b>13. SPECIAL PROVISIONS AND ADDITIONAL AGREEMENTS:</b>					
<b>READ AND ACCEPTED BY:</b>					
<input checked="" type="checkbox"/> RESIDENT			PRINTED NAME		
<input checked="" type="checkbox"/> RESIDENT			PRINTED NAME		
CAMP PENDLETON & QUANTICO HOUSING, LLC By: Lincoln BP Management, Inc., Authorized Agent			PRINTED NAME		
<input checked="" type="checkbox"/> OWNER			PRINTED NAME		

THIS LEASE is made on the "Current Date" listed in Box 1 of Page 1, between Camp Pendleton & Quantico Housing, LLC, owner of the subject Premises (the "Owner"), acting by and through its authorized agent, Lincoln BP Management, Inc. ("Agent") and the individuals referenced in this Lease in Box 4 of Page 1 (collectively referred to as "Resident").

THE PARTIES AGREE AS FOLLOWS:

1. **Parties to Lease.** Subject to the terms and conditions of this Lease, Owner rents to Resident and Resident rents from Owner, the unit referenced on Page 1 of this Lease (the "Premises"). The Premises is to be used for residential use only, with exceptions permitted solely upon written approval of Owner. The Premises is managed by Lincoln BP Management, Inc., whose address and phone number are specified in Box 10 of Page 1. Lincoln BP Management, Inc. is authorized to manage the Premises on behalf of Owner and to give and accept notices, demands and service of process on behalf of the Owner.
2. **Term/Automatic Renewal.** The term of this Lease is for a six (6) month period commencing upon the date set forth in Box 2 of Page 1 or the effective date of the transition to Public Private Venture Housing (if the Community is transitioning to Public Private Venture Housing), whichever is later. After expiration of the six (6) month term, this Lease will automatically convert to a month-to-month tenancy. Either party may terminate the month-to-month tenancy after service of a written thirty (30) day notice of termination to the other party. If Resident has been in possession for one year or longer, Owner shall provide a sixty (60) day notice of termination unless termination is due to Resident's breach in which event Owner shall provide notice as required by law. Such notices may be given on any date.

3. **Rent.**

- A. Resident agrees to pay Rent equal to the Basic Allowance for Military Housing (the "BAH") at the Resident's duty station of the pay grade of the Resident service member. If more than one service member is listed in Box 4 of Page 1, the Rent for the Premises will be one BAH equal to the higher BAH (at the with dependent rate) of the Resident service members. Rent is inclusive of a utility allowance as explained in Paragraph 8. If Resident's BAH rate changes at any time for any reason, Resident must notify Owner within fifteen (15) business days of the change.
- B. If Resident's allotment or UDEFT is terminated while Resident is still in possession of the Premises without written permission from Owner, Resident will be considered in material breach of this Lease, unless such termination is beyond Resident's fault or control.
- C. Rent is payable on the 2nd calendar day of each month. Rent for the first month of the Lease term is payable on the 2nd calendar day of the month following the month in which the Commencement Date occurs. Rent not paid or Postmarked by the 5th calendar day will be considered late and will be subject to a late charge as set forth in Box 7 of Page 1.
- D. Residents that do not qualify for BAH will pay the rental amount listed in Box 5 of Page 1.
- E. Security Deposit: Unless waived as set forth in Box 6 on Page 1, Resident agrees to pay one month's rent as a security deposit. Security deposit will be transferred to and held by Owner.

All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Resident's default in payment of Rent (which includes late charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Resident or by a guest or licensee of Resident; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances.

**SECURITY DEPOSIT SHALL NOT BE USED BY RESIDENT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Resident agrees to reinstate the security deposit within five days after written notice is delivered to Resident. Within three weeks after Resident vacates the Premises, Owner shall furnish or return by personal delivery or first class mail postage prepaid to Resident: (1) an itemized statement indicating the amount of any security deposit received and the basis for its disposition; and (2) any remaining portion of the security deposit.

Security deposit will not be returned until all Residents have vacated the Premises. Any security deposit returned by check shall be made out to all Residents named on this Lease, or as subsequently modified.

No interest will be paid on security deposit.

**4. Unit Diary Entry Electronic Funds Transfer (UDEFT) and Allotments.**

- A. Rent may be paid through a UDEFT if applicable. If a UDEFT is not applicable Rent may be paid through an allotment, if available. By signing this Lease and electing not to pay the security deposit set forth in Box 6 of Page 1, Resident agrees to have Resident's BAH converted into a UDEFT or an allotment payable to Camp Pendleton & Quantico Housing, LLC. If an allotment is started before the 10th of the month of move-in, then Resident is responsible for paying the prorated amount of Rent due, which covers Rent from the date of move in until the 1st of the following month. If an allotment is started after the 10th of the month of move-in, then Resident is responsible for paying all rent and charges due until the allotment has commenced. Allotments will be verified through Resident's Leave and Earning Statement (the "LES"). If Resident is not receiving Resident's BAH at the time of entering into this Lease, payment is not due until the date the Resident receives it, but Rent is owed from the Commencement Date of this Lease. It is Resident's responsibility to make adjustments in the allotment to reflect any changes in Resident's BAH rate.
- B. Rent and all other charges owed by Resident pursuant to this Lease and not paid by UDEFT or allotment will be payable by personal check, certified check, Automated Clearing House (A.C.H.) Transfer or money order at the address specified in Box 10 on Page 1.

**5. Late Charge; Returned Checks.**

- A. Resident acknowledges either late payment of Rent or issuance of a returned check may cause Owner to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Owner. *If any installment of Rent due from Resident is not received by Owner postmarked by the 5th calendar day of the month, Resident shall pay to Owner a one time late charge for such monthly installment as set forth in Box 7 of Page 1. If a check is returned, Resident shall pay to Owner \$25.00 as a Returned Check charge for the first returned check and \$35.00 as a Returned Check charge for each additional returned check. Late charges and Returned Check charges shall be deemed additional Rent.*
- B. Resident and Owner agree that these charges represent a fair and reasonable estimate of the costs Owner may incur by reason of Resident's late or Returned Check payment. Any Late Charge or Returned Check charge shall be paid with the current installment of Rent. Owner's acceptance of any Late Charge or Returned Check charge shall not constitute a waiver as to any default of Resident. Owner's right to collect a Late Charge or Returned Check charge shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Owner from exercising any other rights and remedies under this Lease and as provided by law.

**6. Condition of Premises Upon Commencement Date.** Either Owner or Resident may request and conduct a joint walk-through inspection of the Premises within three (3) Business Days of Resident first taking occupancy to determine the condition of the Premises. Existing residents at the time of privatization (who took occupancy prior to the Commencement Date) may request a joint walk-through inspection of the Premises, which will be scheduled within a reasonable period after request. Resident must provide to Owner in writing within two (2) Business days after taking occupancy or the walk-through, whichever is later, a description and request for repairs of any defects or damage to the Premises, including any furniture, furnishings, appliances, landscaping and fixtures. Otherwise, the Premises will be considered to be clean, safe and in good working condition. Owner will provide Resident with a Move-In Condition Form on which Resident may note the items that are damaged or not in operable condition.

**7. Parking.** Parking is permitted in accordance with local traffic regulations. Parking space(s) are to be used for parking properly licensed and operable motor vehicles. Trailers, boats, campers, buses or trucks (other than pick-up trucks) are not permitted in the housing areas. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in this Community. Mechanical work on vehicles or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere in this Community. Vehicles of Residents, occupants and invitees shall not block sanitation or mail pick-up areas.

**8. Utilities.** Owner shall be responsible for the payment of water, sewer, trash and reasonable consumption of electric and gas during the term of this lease.

**9. Occupants and Permitted Use.** The Premises may be occupied only by people listed in Box 4 and Box 11 of Page 1. Residents may not allow any person not listed in this Lease to reside in the Premises in excess of thirty (30) days during any one-year period, without Owner approval. Residents must notify Owner, in writing and in accordance with the Community Guidelines & Policies (a copy of which is attached hereto and incorporated herein by reference), of visitors who plan to stay for more than fifteen (15) consecutive days. Owner may approve such requests on a case-by-case basis. Resident shall inform Owner of any change in occupants to be listed in Box 11 of Page 1. Resident agrees to use and maintain the Premises as a private residence only, except as permitted upon written approval of Owner.



10. **Pets.** No animal or pet shall be kept on or about the Premises without Owner's prior written consent. However, existing pets previously approved by the prior landlord (Installation) shall be permitted upon execution of the Owner Pet Addendum.
11. **Waterbeds.** Resident shall not use or have waterbeds on the Premises unless: (i) Resident obtains a valid waterbed insurance policy; and (ii) the bed conforms to the floor load capacity of the Premises.
12. **Rules/Regulations.**
- A. Resident agrees to comply with the Community Guidelines & Policies and all other Owner rules and regulations that are at any time posted in the Community or delivered to Resident. Resident shall not, and shall ensure that guests and licensees of Resident shall not, disturb, annoy, endanger or interfere with other residents of the Community, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. Resident has been provided with and acknowledges receipt of a copy of the Community Guidelines & Policies.
13. **Repairs/Alterations.** Unless otherwise allowed by law, without Owner's prior written consent (which consent shall not be unreasonably withheld), (i) Resident shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), or using screws, fastening devices, large nails or adhesive materials; (ii) Owner shall not be responsible for the costs of alterations or repairs made by Resident; (iii) Resident shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Resident shall be considered unpaid Rent. Resident agrees to indemnify and hold harmless Owner as to any mechanics lien recordation or proceeding caused by Resident's action or inaction. Residents are authorized to hang pictures and drapes.
14. **Maintenance.** Resident shall properly use, operate and safeguard the Premises, including if applicable, any privately fenced yard, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean and sanitary. Resident shall be responsible for checking and maintaining all smoke detectors and any additional phone lines installed for personal use beyond the one line and jack that Owner shall provide and maintain. Resident shall immediately notify Owner, in writing, of any problem, malfunction or damage. Resident shall be charged for damages caused by Resident, pets, guests or licensees of Resident, excluding ordinary wear and tear. Resident shall be charged for all damage to the Premises as a result of failure to report a problem in a timely manner. Resident shall be charged for repair of drain blockages or stoppages caused by Resident. Resident's failure to properly use, operate or maintain any item for which Resident is responsible shall give Owner the right to hire someone to perform such maintenance and charge Resident to cover the cost of such maintenance. Landscaping in privately fenced yards is the responsibility of the Resident while all other landscaping is the responsibility of the Owner.
15. **Surrounding Neighborhood Conditions.** Resident has been provided with and acknowledges receipt of the Surrounding Land Uses Disclosure. In addition to the information set forth in the Surrounding Land Uses Disclosure, Resident is advised to satisfy himself or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Resident.
16. **Database Disclosure.** NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
17. **Waiver.** The waiver of either party of any breach will not be construed to be a continuing waiver of any later breach. If Owner receives the Rent with the knowledge of any violation of this Lease, this will not be deemed a waiver of the breach. No waiver by either party will exist unless made in writing and signed by all parties to this Lease.

18. **Joint and Individual Liability.** If there is more than one Resident, each one shall be individually and completely responsible for the performance of all obligations of Resident under this Lease, jointly with every other Resident, and individually, whether or not in possession.
19. **Entry onto the Premises.** Owner or its representatives may enter the Premises: (a) in case of emergency, (b) when Resident has abandoned or surrendered the Premises, (c) to make necessary or agreed repairs, alterations or improvements, (d) to supply necessary or agreed services, (e) to test smoke detectors, (f) to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors, (g) with your prior permission, or (h) as otherwise allowed by law. Except in cases of emergency, Owner will provide Resident with reasonable written notice of Owner's intent to enter and entry will be during normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday 10:00 a.m. to 4:00 p.m. Saturday, (except national holidays). Resident agrees that forty-eight (48) hours written notice shall be reasonable and sufficient notice. Resident may be present; however, entry is not conditioned upon Resident's presence. In case of an emergency, Owner or its representatives may enter the Premises at any time without prior notice.
20. **Assignment and Sublet.** Resident shall not sublet all or any part of the Premises, or assign or transfer this Lease or any interest in it. Any assignment, transfer or subletting of the Premises or this Lease by voluntary act of Resident, operation of law or otherwise, shall be null and void and, at the option of Owner, terminate this Lease.
21. **Breach by Resident.** If Resident breaches this Lease, Owner will be allowed, at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided under law.
22. **Estoppel Certification.** If the Premises is sold or refinanced and Owner presents to Resident a "Resident's Certification of Terms - Estoppel Certification," Resident agrees to execute and deliver to Owner within ten (10) days the certificate acknowledging that this Lease is unmodified and in full force and effect, or in full force and effect as modified with Owner's consent, and stating the modifications. If Resident fails to do so, it will be deemed your acknowledgement that the certification, as submitted by Owner, is true and correct and may be relied upon by any lender or purchaser.
23. **Community Services and Facilities.** Owner may provide from time to time various services, equipment and facilities for residents use at their own risk. Resident acknowledges that the use of the services or facilities may be canceled or modified at any time, at the sole discretion of Owner, and Resident will not be entitled to any reduction in Rent. Resident must use the community services or facilities in compliance with the restrictions described in the Community Guidelines and Policies, which are subject to change during the term of this Lease. Resident may obtain additional copies of the Community Guidelines and Policies at the management office upon request. Resident agrees not to allow occupants and/or guests or invitees who do not comply with the Community Guidelines and Policies to use such facilities. Owner retains the right to deny use or access to any Resident, occupant or guest who, in Owner's opinion, fails to comply with the Community Guidelines and Policies. Resident recognizes that Owner provides these services and facilities for Residents only as a courtesy in connection with Resident's leasing of the Premises and Owner may not provide attendants, supervisors or instructors, and Owner makes no representation that they have any expertise in operation or maintenance of the services or facilities.
24. **Hold Harmless.** Resident agrees that Owner, Agent and their representatives do not guarantee, warrant or assure the personal security of Resident or other occupants. Owner and Agent shall not be liable for death, losses or damages to person or property of Resident, Resident's guests or occupants, caused by theft, burglary, rape, assault, battery, arson, mischief, war, terrorism, vandalism, fire, smoke (including second-hand smoke from other residences), water, lightning, rain, flood, hail, explosion, sonic boom, interruption of, or spike in, utilities, electrical shock, latent defects, acts of nature or unexplained phenomena, lack of access to land under the control of the Federal Government, acts of other Residents, occupants or guests or from any cause other than Owner's or Agent's negligence or willful misconduct or as otherwise provided by law. Except with respect to liability of Owner or Agent arising under law, Resident will indemnify and hold harmless Owner, Agent and their representatives from any and all liability including attorneys' fees due to death, loss or damage to the person or property of the Resident, occupants or others present at the Community with the Resident's consent from any cause other than Owner's or Agent's negligence or willful misconduct, and from any liabilities arising as the result of acts or omissions of the Resident, occupants or others present at the Community with Resident's consent.
25. **Security Devices.** Owner will have no duty to furnish (or to continue to furnish) alarms of any kind, security guards, or other security devices except as required by law. If Owner furnishes any security device in the Premises, Owner will have no obligation or duty to inspect, test or repair any security device unless Resident requests Owner to do so in writing. Resident must inspect the security devices upon move in, and will be given the opportunity to make comments on their condition on the "Move-In Condition Form". Owner will make needed repairs only after receiving a written request from Resident. Any and all security devices Resident installs must comply with all applicable laws, and Resident shall not change the entry locks or otherwise deny Owner access to the Premises. Resident agrees to release, indemnify and hold harmless Owner, Agent and their representatives from and against any liability (including

attorney's fees), arising from or in anyway relating to the use or malfunction of any security device installed by Resident.

26. Intentionally Deleted.

27. Rental Information. If rental history or other information on the Resident is requested by federal, state or local law enforcement agencies, Resident agrees that Owner may provide this information without recourse or further written authorization from Resident.

28. Resident's Obligations Upon Vacating the Premises.

- A. Upon termination of this Lease, Resident shall: (i) give Owner all copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate and surrender the Premises to Owner, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver the Premises, as specified in paragraph C below, to Owner in the same condition as referenced in paragraph 6, excepting ordinary wear and tear; (v) remove all debris; and (vi) give written notice to Owner of Resident's forwarding address.
- B. All alterations/improvements left by the Resident at termination and that are made by or caused to be made by Resident, with or without Owner's consent, shall be deemed abandoned and may be disposed of, or retained by, Owner upon termination. Owner may charge Resident for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. Right to Pre-Move Out Inspection and Repairs as follows:
  - (i) Within five (5) days after Resident provides Owner with a written notice of intent to vacate, Owner shall perform a pre-move out inspection and inform the Resident in writing of any potential move-out charges that may be assessed. At Resident's option, Resident may attend such pre-move out inspection. Resident shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Lease.
  - (ii) Any repairs or alterations made to the Premises as a result of this inspection shall be made at Resident's expense. Repairs may be performed by Resident or through others, who have adequate insurance and licenses and are approved by Owner. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good and workmanlike manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following repairs may not be possible.
  - (iii) Resident shall: (a) obtain receipts for repairs performed by others; (b) prepare a written statement indicating the repairs performed by Resident and the date of such repairs; and (c) provide copies of receipts and statements to Owner prior to termination.
- D. Final Move Out Inspection. Owner shall perform a final move out inspection on or after the date Resident vacates the Premises. At Resident's option, Resident may attend such final move out inspection. The Resident will be charged a cleaning fee if the Premises is not properly cleaned. The Resident will be assessed charges for any damages to the Premises, except ordinary wear and tear.

29. Termination by Resident Prior to Expiration of Term.

- A. A Resident that is a military member shall have the right to terminate this Lease if: (i) the Resident receives permanent change of station orders; (ii) the Resident receives temporary duty or deployment orders equal to or in excess of three (3) months' duration to depart thirty-five (35) miles or more (radius) from the Premises' location; (iii) the Resident is discharged or released from active duty with the armed forces of the United States or the Coast Guard; or (iv) the Resident dies during active duty (in which case an adult member of his or her immediate family or personal representative of the estate may exercise this right). In addition, a Resident that is a servicemember shall have the right to terminate this Lease as provided in the Servicemembers' Civil Relief Act, as shall Resident's dependents as provided in the Servicemembers Civil Relief Act.
- B. In order to terminate this Lease under Section 29(A) above, Resident (or, in the case of death, an adult member of his or her immediate family or personal representative of the estate) shall provide Owner a written thirty (30) day notice of intent to vacate (accompanied by appropriate forms/documents evidencing the circumstances giving rise to such right). The foregoing thirty (30) day period can be reduced or waived by Owner under special circumstances. If (i) the Resident terminates this Lease early under Section 29(A) above, or (ii) two Residents terminate this Lease under either Sections 29(C) or 29(D) below, then the



terminating Resident(s) will not be assessed a penalty for early termination. However, Resident is still responsible to turnover the Premises in accordance with the terms of this Lease.

- C. If two Residents are military members and only one Resident terminates this Lease under Section 29(A) above, the remaining Resident will not be required to terminate the Lease as to the remaining Resident, but has the option to do so by providing Owner a written thirty (30) day notice of intent to vacate.
- D. If only one Resident is a military member and if that Resident terminates this Lease under Section 29(A) above, the remaining Resident shall not be required to terminate this Lease, but has the option to do so by providing Owner a written thirty (30) day notice of intent to vacate. In the event such non-military Resident continues to occupy the Premises under this Lease, the monthly rental rate for the remainder of the then current Term shall continue to be the monthly rent immediately prior to termination by the Military Resident.
- E. If Resident terminates this Lease early, because Resident is buying a house, Resident will not be assessed a penalty for early termination. In such event, Resident will only be responsible for submitting to Owner a written thirty (30) day notice of intent to vacate and documentation of home purchase.
- F. If Resident intends to terminate this Lease prior to the expiration date of this Lease term (Box 3 on Page 1) for any other reason, Resident must submit a request in writing. Resident will be subject to an Early Termination Fee equal to Two-Hundred and Fifty (\$250.00) dollars.

30. **Termination by Owner Prior to Expiration of Term.** Owner shall be entitled to terminate this Lease if Resident is in default under any of the covenants, terms or conditions of this Lease. In addition, Owner may terminate this Lease for the following reasons:

- A. Misuse or illegal use of the Premises, or conduct of residents, occupants and/or invitees which is detrimental to community safety and health;
- B. Unacceptable care of or damage to the Premises;
- C. When the Resident, in the act of apparent abandonment and as a result of voluntary action, ceases to reside personally in the Premises; and
- D. Use of the Premises for illegal activities or commercial transactions not permitted in writing by Owner.

31. **Damage to the Premises.** If, by no fault of Resident, the Premises is totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render the Premises totally or partially uninhabitable, either Owner or Resident may terminate this Lease by giving the other written notice. Rent shall be abated as of the date the Premises becomes totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a thirty (30) day period. If this Lease is not terminated, Owner shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Resident's reasonable use of the Premises. If damage occurs as a result of an act of Resident or Resident's guests, only Owner shall have the right of termination, and no reduction in Rent shall be made.

32. **Insurance.** Resident's or guest's personal property and vehicles are not insured by Owner, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Resident is advised to carry Resident's own insurance (renter's insurance) to protect Resident from any such loss or damage.

33. **Attorneys' Fees and Costs.** If any legal action or proceeding is brought by either party to enforce any part of this Lease, the prevailing party will recover, in addition to all other relief, reasonable attorneys' fees and court costs.

34. **Informal Dispute Resolution.** If you have a request or concern:

- A. Please bring request or concern to the attention of the onsite management office.
- B. If you are not satisfied with the response from the onsite management office, please bring the request or concern to the attention of the Regional Property Manager at the General Management Office.

35. **Mediation.** Owner and Resident agree to mediate any dispute or claim arising between them out of this Lease, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. The parties agree to use a mediator selected from the mediation list incorporated in the Community Guidelines & Policies. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to make reasonable efforts to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees even if that party eventually



prevails in the court proceeding. The following matters are excluded from this paragraph: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; (iii) any claim in an amount less than or equal to two (2) month's rent; and (iv) any matter within the jurisdiction of a probate, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

36. **Choice of Law:** Owner and Resident agree that this Lease and the contractual relationship between the parties shall be construed exclusively in accordance with, and shall be exclusively governed by, federal substantive law, except that the following state law shall apply: California Civil Code, Sections 1940 – 1954.1(Leasing Land and Dwellings) and California state common law interpreting these sections.

37. **Time of Essence; Entire Contract; Changes.** Time is of the essence. All understandings between the parties are incorporated in this Lease. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Lease is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Lease nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Lease and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

38. **Keys and Remotes.** Resident acknowledges receipt of:

- |  |   |
|--|---|
| <input type="checkbox"/> _____ key(s) to the Premises, | <input type="checkbox"/> _____ remote control device(s) for garage door/gate opener(s), |
| <input type="checkbox"/> _____ key(s) to mailbox,      | <input type="checkbox"/> _____  |

If Resident re-keys existing locks or opening devices, Resident shall immediately deliver copies of all keys to Owner. Resident shall pay all costs and charges related to loss of any keys or opening devices. Resident may not remove locks, even if installed by Resident.

39. **Notifications.**

a) To Resident: Unless otherwise required in this Lease, any notice from Owner to Resident will be valid only if: (i) it is in writing, (ii) it is addressed to Resident at the Premises and (iii) it is personally delivered to the Premises or sent by mail. The effective date of a notice will be the day it is personally delivered to the Premises or, if it is mailed, two days after the date it is postmarked.

(b) To Owner: Unless otherwise required in this Lease or by law, Resident will give all required notices to Owner in writing, delivered personally or sent by mail. All such notices shall be addressed to Owner at the address set forth in Box 10 on the first page of this Lease. The effective date of such notice will be the day it is personally delivered or, if it is mailed, two days after the date it is postmarked.

40. **Addenda.** Resident acknowledges receipt of the following Addenda, copies of which are attached hereto and are incorporated as part of this Lease.

- ☐ Community Guidelines & Policies
- ☐ Pet Agreement
- ☐ Satellite Dish & Antenna Agreement
- ☐ Construction and Relocation Rider
- ☐ Mold and Mildew Disclosure
- ☐ Lead Based Paint Disclosure
- ☐ Ordinance Disclosure
- ☐ Proposition 65 Disclosure

Resident has read and understands this Lease and agree to be bound by all of its covenants, terms and conditions. Resident acknowledges that Resident has received a duplicate original of this Lease.

\_\_\_\_\_

\_\_\_\_\_

X

RESIDENT

\_\_\_\_\_

X

RESIDENT

OWNER:

CAMP PENDLETON & QUANTICO HOUSING, LLC

By: Lincoln BP Management, Inc.  
Authorized Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

X

DATE

\_\_\_\_\_

X

DATE

\_\_\_\_\_

X

DATE

**PET AGREEMENT**

Page 1 of 2

Pet ownership is a conditional privilege extended to personnel residing in the community who meet the conditions specified below. Resident must act responsibly to control and care for Resident's pets. If Resident fails to do so, Owner at any time may revoke the privilege.

Resident must request approval from the Owner for Resident's pet before moving the pet into the Premises. Small birds, fish, hamsters, guinea pigs and gerbils which are properly caged in a domicile designed for their habitation are not counted against any pet limit and are allowed in the Premises. Resident is not allowed to breed any animals for any purpose at any time. No dogs or cats are permitted in the San Mateo Community at any time.

**RESIDENTS ARE ALLOWED:**

Resident will be responsible for a proper flea and tick control program for Resident's pet(s). Resident will be required to provide documentation that the Premises has been treated prior to vacating the premises. Any damages or flea infestation will be Resident's financial responsibility.

**CONDITIONS OF ANIMAL OWNERSHIP:**

- a) Vaccinations, license, and permits must be obtained as required by law, and Owner may request copies of these documents at any time.
- b) No reptiles of any kind are permitted.
- c) Only the pet(s) named and described on this Lease addendum will occupy the unit and no additional or different pet is authorized under this Lease.
- d) The pet will be kept at all times inside the unit or within Resident's fenced and gated private backyard if Resident has one, except when on a leash and accompanied by and under Resident's control.
- e) If the pet becomes in any way a disturbance or nuisance to others in or around the neighborhood, Resident will immediately remove the pet.
- f) Resident will clean up after your pet immediately. The areas of the Premises used by Resident's pet must be kept sanitary and shall not constitute a fly breeding reservoir, a source of offensive odors or of disease.
- g) Animals shall be humanely treated at all times. Animals and the areas of the Premises used by Resident's pet shall not be permitted to disturb the peace or constitute a public nuisance or hazard.

DESCRIPTION OF PET (1):		
Name of Pet:	Type of Pet: <input type="checkbox"/> DOG <input type="checkbox"/> CAT	Breed:
Color:	Weight:	Age:
License Number:	Date of Last Rabies Shot:	Veterinarian's Name:
DESCRIPTION OF PET (2):		
Name of Pet:	Type of Pet: <input type="checkbox"/> DOG <input type="checkbox"/> CAT	Breed:
Color:	Weight:	Age:
License Number:	Date of Last Rabies Shot:	Veterinarian's Name:

Attach a photo of the pet in this space (Optional for existing residents at the time of Privatization):

Authorization to keep a pet will be rescinded if the pet becomes a nuisance to neighbors because of noise, odor, sanitation, misbehavior, or grounds conditions. If the pet becomes a nuisance, the following will apply:

- a) Upon receipt of a valid written complaint, Resident will be issued a violation notice requiring Resident to take immediate corrective action. If the incident is a serious one, such as an animal bite, the notice may direct immediate removal of the animal and loss of pet privileges.
- b) If Resident fails to take corrective action immediately, Resident will be required to remove the pet from the Premises.
- c) Resident's failure to comply with a notice of pet removal or revocation of pet privileges shall constitute a material breach of the Lease.

Resident agrees to the above.

X \_\_\_\_\_  
RESIDENT

X \_\_\_\_\_  
DATE

X \_\_\_\_\_  
RESIDENT

X \_\_\_\_\_  
DATE



**SATELLITE DISH & ANTENNA AGREEMENT**

Page 1 of 2

Under a Federal Communications Commission (FCC) order, Resident has a limited right to install a satellite dish or receiving antenna on the Premises. Owner may impose reasonable restrictions relating to installation. Resident is required to comply with the following restrictions as a condition to installing such equipment:

**Number & Size:** Resident may only install one satellite dish or receiving antenna within your Premises. A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.

**Location:** Location of the satellite dish or antenna is limited to (a) inside your dwelling, or (b) in an area outside Resident's dwelling such as a balcony, patio, yard, etc. of which Resident has exclusive use pursuant to the Lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Existing satellite dishes previously approved by the prior landlord (Installation) shall be permitted to remain in place.

**Safety & Non-Interference:** Resident's installation: (a) must comply with reasonable safety standards; (b) may not interfere with the Premises' cable, telephone or electrical systems or those of neighboring properties; (c) may not be connected to the Premises' telecommunications systems; and (d) may not be connected to the electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies WITHIN Resident's leased Premises (such as a balcony or patio railing); or (3) any other method approved by Owner. No other methods are allowed. Owner may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not unreasonably impair reception.

**Signal Transmission from Exterior Dish or Antenna to Interior of Dwelling:** Under the FCC order, Resident may not damage or alter the Premises and may not drill holes through outside walls, door jams, windowsills, balcony railings, etc. If Resident's satellite dish or antenna is installed outside Resident's living area (on a balcony, patio, or yard of which Resident has exclusive use under Resident's Lease, signals received by Resident's satellite dish or antenna may be transmitted to the interior of Resident's dwelling only by: (1) running a "flat" cable under a door jamb or windowsill in a manner that does not physically alter the Premises and does not interfere with the proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window - without drilling a hole through the window; (4) wireless transmission of the signal to a device inside the dwelling; or (5) any other method approved by Owner.

**Workmanship:** For safety purposes, Resident must obtain Owner approval of (1) the strength and type of materials to be used for installation, and (2) the person or company who will perform the installation. Installation must be done by a qualified person or company that has worker's compensation insurance and adequate public liability insurance. Owner approval will not be reasonably withheld. Resident must obtain any permits required by the applicable local ordinance for the installation and comply with any applicable local ordinances.

**Maintenance:** Resident will have the sole responsibility for maintaining Resident's satellite dish or antenna and all related equipment. Owner may temporarily remove the satellite dish or antenna if necessary to make repairs to the Premises or building.

**Removal & Damages:** Resident must remove the satellite dish or antenna and all related equipment when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Premises to its condition prior to the installation of Resident's satellite dish, antenna, or related equipment.

**Indemnity:** Resident is fully responsible for the satellite dish or antenna and related equipment. Except to the extent of liability imposed on Owner or Agent by law, Resident agrees to defend, indemnify and hold harmless Owner and Agent, from any claims by others relating to Resident's satellite dish or antenna. Owner may request an additional security deposit as a condition to approving the new installation of Resident's satellite dish or antenna.

When You may Begin Installation: Resident may start installation of his/her satellite dish or antenna only after Resident has:

1. Signed this Addendum;
2. Paid Owner the security deposit addition (if applicable); and
3. Received written approval of the installation materials and the person or company who will do the installation by Owner.

Resident understands and agrees to abide by the terms above of this Satellite Dish & Antenna Agreement.

X \_\_\_\_\_  
RESIDENT

X \_\_\_\_\_  
DATE

X \_\_\_\_\_  
RESIDENT

X \_\_\_\_\_  
DATE

CONSTRUCTION AND RELOCATION RIDER

THIS CONSTRUCTION AND RELOCATION RIDER TO LEASE is made a part of the Lease with Camp Pendleton & Quantico Housing, LLC (the "Owner") and the Individuals referenced on Page 1 of the Lease (hereinafter collectively referred to as "Resident")

THE PARTIES UNDERSTAND AND AGREE AS FOLLOWS:

1. **Construction.** The subject premises are located within a military installation that is undergoing an extensive rehabilitation process, which will involve demolition of existing units and common areas and construction of new units and common areas. Construction is ongoing and Owner makes no warranty regarding the date of completion of such construction.
2. **Absence of Amenities, Community Services/Facilities.** The lease and information provided to the Resident regarding the property and the Community may refer to amenities, community services/facilities (collectively hereafter referred to as "amenities") that may be affected by the rehabilitation. Resident is aware that certain amenities are being demolished and/or constructed and may not be accessible to Resident until conclusion of their construction, or not at all. Such amenities include but are not limited to parking lots, driveways, landscaping, playgrounds, tot lots and guest parking. Unless otherwise specified in writing in the Lease, Owner makes no representations or warranties regarding the availability of any amenities to Resident.
3. **Construction Noise & Inconvenience.** Resident acknowledges that construction may inconvenience the Resident in the form of lack of access to amenities as specified above, utility interruptions, construction debris and noise including safety feature testing (such as fire or burglar alarms.) Resident agrees that notwithstanding such, the lack of amenities, the noise of construction, and the inconvenience associated with the construction shall not entitle Resident to any offset to rental obligations, or form the basis for a complaint against Owner, its agents, employees or assigns for rent relief, or any other claim, right, or remedy against Owner, including constructive eviction, stemming from the Owner-resident relationship.
4. **Lease Termination.** During the term of the Lease, Owner may terminate the Lease upon giving 45 days written notice to Resident to vacate (hereafter referred to as "Construction Termination"). Construction Termination shall be at the sole option and discretion of the Owner; Resident shall not have the right to give a Construction Termination notice.
5. **Assistance Provided to Resident Upon Construction Termination.** If the Lease is terminated due solely to "Construction Termination," Owner will provide Resident with (1) personal property moving assistance and (2) relocation assistance, as set forth below.
  - A. **Personal Property Moving Assistance.** The Owner will move the Resident's personal property in accordance with Construction Termination Moving Rules and Guidelines attached to this Rider. The Construction Termination Moving Rules & Guidelines may be amended from time to time at Owner's sole discretion. Resident may obtain copies of the current Construction Termination Moving Rules and Guidelines at the management office upon request. Owner reserves the right to deny personal property moving assistance or relocation assistance to Residents who fail to comply with the Construction Termination Moving Rules and Guidelines then in effect.

Resident is aware that the physical move of personal property is being handled by a moving company. Resident agrees that Owner's responsibilities with respect to the personal property moving assistance shall be limited to paying the moving company for its services. Except to the extent of liability imposed on Owner or Agent by law, Resident releases and discharges Owner and Agent from all debts, liens, claims, rights, demands, actions, causes of action, known or unknown, whether in contract, tort or otherwise, by reason of any losses, damages or injuries whatsoever sustained by Resident arising from the personal property moving assistance.
  - B. **Relocation Assistance.** If the lease is terminated due to "Construction Termination," Owner agrees to assist Resident's relocation by:
    - (1) Providing Residents with information about replacement housing available to Resident within 1 commuting hour of the Premises location.;

- (2) When Resident delivers to Owner a copy of an executed lease for replacement housing (on terms mutually agreed upon between Resident and the Owner of the replacement property), Owner agrees to pay for all of Resident's phone, cable, gas and electric hookup costs for the replacement property. Owner shall not, however, be responsible for security deposits, if any, required by the utilities and/or the Owner of the replacement property unless otherwise agreed in writing between Resident and Owner;
- (3) Residents that have maintained a perfect rental payment history (i.e. paid on or prior to the first of the month, no outstanding balances) for a minimum of a six month period preceding the 45 day notice will be given priority at newly constructed housing over those Residents who have been late on their rent, have an outstanding balance or have payments returned for non sufficient funds (NSF) in their accounts (either by check or ACH). Upon such notice, qualifying residents who are not on an allotment system will be required to go on an allotment system or deliver to Owner the security deposit set forth in the Lease at their new residence if it is a PPV unit.

6. **Damages Caused by Relocation Delay.** Resident is aware that Owner may have extremely tight construction deadlines to meet, and that any delay by Resident in relocating could cause significant damage to Owner for which Resident may be liable. These delay damages of up to \$50 per day are in addition to the daily rental value of the premises and other damages recoverable by Owner from Resident.

We have read and agree to the above.

X \_\_\_\_\_  
DATE

X \_\_\_\_\_  
RESIDENT

X \_\_\_\_\_  
DATE

X \_\_\_\_\_  
RESIDENT



**CONSTRUCTION TERMINATION  
MOVING RULES & GUIDELINES**

The Installation is undergoing an extensive renovation, which will involve demolition of existing units and common areas and construction of new units and common areas. These Construction Termination Moving Rules and Guidelines apply to Resident moves necessitated by Owner's 45 days written Construction Termination notice on Residents.

**Residents:** Please note that it is extremely important that you meet your responsibilities under these Construction Termination Moving Rules and Guidelines. If you fail to comply, Owner reserves the right to deny personal property moving assistance or relocation assistance to you. Additionally, if you fail to comply, and are unable to move in a timely fashion, you may be responsible for \$50 per day in addition to the daily rental value of the premises and other damages recoverable by Owner from you. Owner has extremely tight construction deadlines to meet, and that any delay by you in relocating could cause significant damage to Owner for which you may be liable.

When Owner delivers a 45-day written Construction Termination notice to the Resident, Owner will provide Resident with written notice of three different available moving dates available to Resident. The three available moving dates will be chosen by Owner at Owner's sole discretion and convenience. At least two weeks prior to the move, the resident will receive notice from the designated moving company as to the time the move will take place. The moving company will provide instructions to the Resident as to how to prepare for their arrival.

Within three days of receiving the Construction Termination notice, Resident will be responsible for selecting one of the three dates, and giving written notice to Owner of the selected date. If Resident does not pick a date, a date will be assigned to them by the Owner and Resident will not be given priority for newly-constructed PPV housing.

The moving company will provide written guidelines, dates and times for Residents to follow. Listed below are basic provisions that will be provided to the resident during the moving process.

1. Two weeks prior to the move, the Resident will be given an inventory worksheet that will help to itemize the entire household which will assist the moving company in providing the proper moving staff. This list must be returned to the moving company no later than 72 hours prior to the scheduled move.
2. The moving company will provide professional certified and bonded moving staff.
3. The moving company will inventory and pack each room individually.
4. All small items will be shrink- wrapped and placed in boxes (ie., dishes, clean clothing) by the moving company.
5. Larger items will be placed on the moving truck and carefully covered and protected.
6. The moving company will provide the residents with a toll free number to answer questions and to help provide direction prior to the move. This number will also be used for quick turn around when processing claims.
7. Residents will be responsible for packing and moving their own food, soiled clothing, medicines, hazardous materials and items of a personal nature.

Resident is aware that the physical move of personal property is being handled by a moving company not affiliated with the Owner. Resident agrees that Owner's responsibilities with respect to the personal property moving assistance shall be limited to paying the moving company for its services. Resident releases and discharges Owner from all debts, liens, claims, rights, demands, actions, causes of action, known or unknown, whether in contract, tort or otherwise, by reason of any losses, damages or injuries whatsoever sustained by Resident arising from the personal property moving assistance.

For additional questions, contact the Property Manager at the phone number provided on Page 1 of this Lease.

Mold and Mildew Disclosure ("**Disclosure**") is given to \_\_\_\_\_ ("**Resident**") by Camp Pendleton & Quantico Housing, LLC (the "**Owner**") concurrently with the attached Lease Agreement ("**Lease**"), with respect to the Premises described in the Lease. Any capitalized terms not otherwise defined herein shall have the meanings as set forth in the Lease.

**What is Mold?** Mold is a type of fungus which occurs naturally in the environment and is necessary for the natural decomposition of plant and other organic material. It spreads by means of sharing in microscopic spores borne on the wind, and is found everywhere life can be supported. Residential housing construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your residence. Most renters of residences are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the residence, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40°F and 100°F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a Resident can reduce or eliminate mold growth.

Moisture in your residence can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

**Should I be concerned about mold in my residence?** All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold.

**What Residents can do.** Residents must take positive steps to reduce or eliminate the occurrence of mold growth in your residence, and thereby minimize any possible adverse effects that may be caused by mold. The steps include the following:

1. Before bringing items into your residence, check for signs of mold on the items. For example, potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth if used in accordance with the manufacturer's recommendations.
3. Keep the humidity in your residence low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home.
5. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and

any visible signs of mold. **PROMPTLY NOTIFY THE MANAGEMENT COMPANY ABOUT ANY WATER LEAKS OR WATER PENETRATION PROBLEMS YOU DISCOVER.**

6. Should mold develop, thoroughly clean the affected area. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. If there is mold found in your residence, promptly notify Owner in writing and one of Owner's representatives or service personnel will come to your residence, evaluate the situation and take appropriate action as necessary.

A copy of an information sheet prepared by the California Department of Health Services, dated July 2001, regarding mold is attached as **Schedule "1" ("Mold Information Sheet")**. Resident is advised to review carefully all the information set forth in the attached Mold Information Sheet. The Information Sheet was prepared in 2001. This Mold Information Sheet may be periodically updated by the California Department of Health Services Information regarding mold may be updated and/or available from the following website:

[http://www.dhs.ca.gov/deodc/ehib/ehib2/pdf/mold\\_2001\\_07\\_17final.pdf](http://www.dhs.ca.gov/deodc/ehib/ehib2/pdf/mold_2001_07_17final.pdf)

For more information you may also want to try these web sites:

US Environmental Protection Agency - <http://www.epa.gov>  
Centers for Disease Control and Protection Agency - <http://www.cdc.gov/nceh>  
Illinois Department of Public Health - <http://www.idph.state.il.us>  
Oregon Department of Human Services - <http://www.ohd.hr.state.or.us>  
Washington State Department of Health - <http://doh.wa.gov>

There may also be other sources of information on mold.

Whether or not you as a Resident experience mold growth depends largely on how you manage and maintain your residence. You will need to take actions to prevent conditions which cause the mold or mildew. It is the responsibility of each Resident to ensure that it has taken the necessary precautions to prevent mold from becoming a problem in such Resident's residence. **IF YOU FAIL TO COMPLY WITH THE ABOVE GUIDELINES, YOU CAN BE HELD RESPONSIBLE FOR PROPERTY DAMAGE TO THE RESIDENCE AND ANY HEALTH PROBLEMS THAT MAY RESULT.** Specifically, you realize that by living in the residence you are in the best position to detect the presence of any leaks, mold or mildew growth, or the accumulation of any water in your residence and that we are relying upon you to promptly notify Owner of any of these problems so we may take action. In addition, you agree to take the above measures and any other common sense measure to prevent the accumulation of water until we are able to assess and correct the problem areas. Resident agrees to assume responsibility for following the recommendations set forth above and in the Mold Information Sheet.

Resident's Initials \_\_\_\_\_ Resident's Initials \_\_\_\_\_

Resident has read, reviewed, understands the information set forth in this Disclosure and in the Mold Information Sheet and agrees to be bound by the provisions and releases set forth in this Disclosure.

\*RESIDENT\*

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_

Resident's Initials \_\_\_\_\_ Resident's Initials \_\_\_\_\_

**SCHEDULE "1"**  
**MOLD INFORMATION SHEET***California Department of Health Services*  
*Indoor Air Quality Info Sheet*  
***Mold in My Home: What Do I Do?***

Revised June 2004

This is an update of our info sheet providing basic information to people who have experienced water damage to their home. It describes health concerns related to mold exposure, and it also provides general guidelines on prevention, mold detection, as well as cleanup of mold-contaminated materials. Additional resources and documents are referenced.

**ABOUT MOLD****What are Molds?**

Molds are simple, microscopic organisms, present virtually everywhere, indoors and outdoors. Molds, along with mushrooms and yeasts, are *fungi* and are needed to break down dead material and recycle nutrients in the environment. For molds to grow and reproduce, they need only a food source—any organic material, such as leaves, wood, paper, or dirt—and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Sometimes, new molds grow on old mold colonies. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors. Molds release countless tiny, lightweight spores, which travel through the air.

**How am I exposed to indoor molds?**

Everyone is exposed to some mold on a daily basis without evident harm. It is common to find mold spores in the air inside homes, and most of the airborne spores found indoors come from outdoor sources. Mold spores primarily cause health problems when they are present in large numbers and people *inhale* many of them. This occurs primarily when there is active mold growth within home, office or school where people live or work. People can also be exposed to mold by touching contaminated materials and by eating contaminated foods.

**Can mold become a problem in my home?**

Molds will grow and multiply whenever conditions are right—sufficient moisture is available and organic material is present. Be on the lookout in your home for common sources of indoor moisture that may lead to mold problems:

**Flooding**

Leaky roofs

Sprinkler spray hitting the house

Plumbing leaks

Overflow from sinks or sewers

Damp basement or crawl space

Steam from shower or cooking

Humidifiers

Wet clothes drying indoors or clothes dryers exhausting indoors

Warping floors and discoloration of walls and ceilings can be indications of moisture problems. Condensation on windows or walls is also an important indication, but it can sometimes be caused by an indoor combustion problem! Have fuel-burning appliances routinely inspected by your local utility or a professional heating contractor.

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Should I be concerned about mold in my home?

Yes, if indoor mold contamination is extensive, it can cause very high and persistent airborne spore exposures. Persons exposed to high spore levels can become sensitized and develop allergies to the mold or other health problems. Mold growth can damage your furnishings, such as carpets, sofas and cabinets. Clothes and shoes in damp closets can become soiled. In time, unchecked mold growth can cause serious damage to the structural elements in your home.

### HEALTH EFFECTS

What symptoms are commonly seen with mold exposure?

Molds produce health effects through inflammation, allergy, or infection. Allergic reactions (often referred to as hay fever) are most common following mold exposure. Typical symptoms that mold-exposed persons report (alone or in combination) include:

Respiratory problems, such as wheezing, difficulty breathing, and shortness of breath

Nasal and sinus congestion

Eye irritation (burning, watery, or reddened eyes)

Dry, hacking cough

Nose or throat irritation

Skin rashes or irritation

Headaches, memory problems, mood swings, nosebleeds, body aches and pains, and fevers are occasionally reported in mold cases, but their cause is not understood.

How much mold can make me sick?

It depends. For some people, a relatively small number of mold spores can trigger an asthma attack or lead to other health problems. For other persons, symptoms may occur only when exposure levels are much higher. Nonetheless, indoor mold growth is unsanitary and undesirable. Basically, if you can see or smell mold inside your home, take steps to identify and eliminate the excess moisture and to cleanup and remove the mold.

Are some molds more hazardous than others?

Allergic persons vary in their sensitivities to mold, both as to the amount and the types to which they react. In addition to their allergic properties, certain types of molds, such as *Stachybotrys chartarum*, may produce compounds that have toxic properties, which are called *mycotoxins*. Mycotoxins are not always produced, and whether a mold produces mycotoxins while growing in a building depends on what the mold is growing on, conditions such as temperature, pH, humidity or other unknown factors. When mycotoxins are present, they occur in both living and dead mold spores and may be present in materials that have become contaminated with molds. While *Stachybotrys* is growing, a wet slime layer covers its spores, preventing them from becoming airborne. However, when the mold dies and dries up, air currents or physical handling can cause spores to become airborne.

At present there is no environmental test to determine whether *Stachybotrys* growth found in buildings is producing toxins. There is also no blood or urine test that can establish if an individual has been exposed to *Stachybotrys chartarum* spores or its toxins.

Who is at greater risk when exposed to mold?

Exposure to mold is not healthy for anyone inside buildings. Therefore, it is always best to identify and correct high moisture conditions quickly before mold grows and health problems develop.

Some people may have more severe symptoms or become ill more rapidly than others:

Individuals with existing respiratory conditions, such as allergies, chemical sensitivities, or asthma.

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Persons with weakened immune systems (such as people with HIV infection, cancer chemotherapy patients, and so forth)

Infants and young children

The elderly

**Anyone with health problems they believe due to molds should consult a medical professional.**

Additional fact sheets on Mold and Health Effects are available from CDHS:

- *Health Effects of Toxin-Producing Molds in California*
- *Stachybotrys chartarum (atra) — a mold that may be found in water-damaged homes*
- *Fungi and Indoor Air Quality*
- *Misinterpretation of Stachybotrys Serology*

These documents are available from the Environmental Health Investigation Branch, (510) 622-4500, or on the web at [www.dhs.ca.gov/ehib/](http://www.dhs.ca.gov/ehib/).

### **DETECTION OF MOLD**

How can I tell if I have mold in my house?

You may suspect that you have mold if you see discolored patches or cottony or speckled growth on walls or furniture or if you *smell* an earthy or musty odor. You also may suspect mold contamination if mold-allergic individuals *experience* some of the symptoms listed above when in the house. *Evidence of past or ongoing water damage should also trigger more thorough inspection.* You may find mold growth underneath water-damaged surfaces or behind walls, floors or ceilings.

Should I test my home for mold?

**The California Department of Health Services does not recommend testing as a first step to determine if you have a mold problem.** Reliable air sampling for mold can be expensive and requires expertise and equipment that is not available to the general public. Owners of individual private homes and apartment generally will need to pay a contractor to carry out such sampling, because insurance companies and public health agencies seldom provide this service. Mold inspection and cleanup is usually considered a housekeeping task that is the responsibility of homeowner or landlord, as are roof and plumbing repairs, house cleaning, and yard maintenance.

Another reason the health department does not recommend testing for mold contamination is that there are few available standards for judging what is an acceptable quantity of mold. In all locations, there is some level of airborne mold outdoors. If sampling is carried out in a home, an outdoor air sample also must be collected at the same time as the indoor samples, to provide a baseline measurement. Because individual susceptibility varies so greatly, sampling is at best a general guide.

The simplest way to deal with a suspicion of mold contamination is: **If you can see or smell mold, you likely have a problem and should take the steps outlined below.** Mold growth is likely to recur unless the source of moisture that is allowing mold to grow is removed and the contaminated area is cleaned.

### **GENERAL CLEAN-UP PROCEDURES**

*The following is intended as an overview for homeowners or apartment dwellers. We recommend that you consult one of several more thorough documents currently available as guidance, listed in the USEFUL PUBLICATIONS section below.*

Elements of the Clean-up Procedures

Identify and eliminate sources of moisture

Identify and assess the magnitude and area of mold contamination

Clean and dry moldy areas – use containment of affected areas

Bag and dispose of all material that may have moldy residues, such as rags, paper, leaves, and debris.

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### Assessing the Size of a Mold Contamination Problem

There will be a significant difference in the approach used for a small mold problem – total area affected is less than 10 ft<sup>2</sup> – and a large contamination problem – more than 100 ft<sup>2</sup>. In the case of a relatively small area, the clean-up can be handled by the homeowner or maintenance staff, using personal protective equipment (see below). However, for cases of much larger areas, it is advisable that an experienced, professional contractor be used. For in-between sized cases, the type of containment and personal protection equipment to be used will be a matter of judgment.

### Can cleaning up mold be hazardous to my health?

**Yes.** During the cleaning process, you may be exposed to mold, strong detergents, and disinfectants. Spore counts may be 10 to 1000 times higher than background levels when mold-contaminated materials are disturbed. Take steps to protect you and your family's health during cleanup:

When handling or cleaning moldy materials, it is important to use a respirator to protect yourself from inhaling airborne spores.

Respirators can be purchased from hardware stores; select one that is effective for particle removal (sometimes referred to as an N-95 particulate respirator). However, respirators that remove particles will not protect you from fumes (such as bleach). Minimize exposure when using bleach or other disinfectants by ensuring good ventilation of the area.

Wear protective clothing that is easily cleaned or discarded.

Use rubber gloves.

Try cleaning a test area first. If you feel that this activity adversely affected your health, you should consider paying a licensed contractor or other experienced professional to carry out the work.

Ask family members or bystanders to leave areas that are being cleaned.

Work for short time periods and rest in a location with fresh air.

Air out your house well during and after the work.

**Never use a gasoline engine indoors (e.g., water pump, pressure washer or generator), as you could expose your family to toxic carbon monoxide.**

### Removal of Moldy Materials

Clean up should begin *after* the moisture source is fixed and excess water has been removed. Wear gloves when handling moldy materials.

Discard porous materials (for example, ceiling tiles, sheetrock, carpeting, and wood products).

Bag and discard moldy items; if properly enclosed, items can be disposed with household trash.

Dry affected areas for 2 or 3 days.

**Spores are more easily released when moldy materials dry out, hence it is advisable to remove moldy items as soon as possible.**

If there was flooding, sheetrock should be removed to a level above the high-water mark. Visually inspect the wall interior and remove any mold-contaminated materials.

### What can I save? What should I toss?

You should discard moldy items that are porous and from which it will be difficult to remove mold completely: paper, rags, wallboard, rotten wood, carpet, drapes, and upholstered furniture. Contaminated carpet is often difficult to thoroughly clean, especially when the backing and/or padding can become moldy. Solid materials – glass, plastic, and metal – can generally be kept after they are thoroughly cleaned.

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### Clean-up

When attempting to clean less porous items (i.e., solid items such as floors, cabinets, solid furniture), the first step is to remove as much mold as possible. A cleaning detergent is effective for this purpose. Wear gloves, mask and eye protection when doing this cleanup.

Use non-ammonia soap or detergent, or a commercial cleaner, in hot water, and scrub the entire area that is affected by the mold.

Use a stiff brush or cleaning pad on cement-block walls or other uneven surfaces.

Rinse cleaned items with water and dry thoroughly. A wet/dry vacuum cleaner is helpful for removing water and cleaning items.

### Disinfection of Contaminated Materials

Disinfecting agents can be toxic for humans, not just molds. They should be used only when necessary and should be handled with caution.

Disinfectants are intended to be applied to thoroughly cleaned materials and are used to ensure that most microorganisms have been killed. *Therefore, do not use disinfectants instead of, or before, cleaning materials with soap or detergent.* Removal of mold growth from nonporous materials usually is sufficient. Wear gloves, mask and eye protection when using disinfectants.

After thoroughly cleaning and rinsing contaminated materials, a solution of 10% household bleach (for example, 1½ cup household bleach per gallon of water) can be used as a disinfectant.

**Using bleach straight from the bottle is actually LESS effective than diluted bleach.**

Keep the disinfectant on the treated material for the prescribed time before rinsing or drying; typically 10 minutes is recommended for a bleach solution.

**Bleach fumes can irritate the eyes, nose, and throat, and damage clothing and shoes. Make sure working areas are well ventilated.**

When disinfecting a large structure, make sure that the entire surface is wetted (for example, the floors, joists, and posts).

Properly collect and dispose extra disinfectant and runoff.

**Never mix bleach with ammonia; toxic fumes may be produced.**

### Can air ducts become contaminated with mold?

Yes. Air duct systems can become contaminated with mold. Duct systems may be constructed of bare sheet metal, sheet metal with fibrous glass insulation on the exterior, or sheet metal with an internal fibrous glass liner, or they may be made entirely of fibrous glass. Bare sheet metal systems and sheet metal with exterior fibrous glass insulation can be cleaned and disinfected. If water damaged, ductwork made of sheet metal with an internal fibrous glass liner or made entirely of fibrous glass will often need to be removed and discarded. Ductwork in difficult-to-reach locations may have to be abandoned. If you have other questions, contact an air duct cleaning professional or licensed contractor.

### Can ozone air cleaners help remove indoor mold or reduce odors?

Sometimes air cleaners are promoted to remove indoor mold or associated odors, and some of these are designed to produce ozone. Ozone is a strong oxidizing agent that is used as a disinfectant in water and sometimes to eliminate odors. However, ozone is a known lung irritant. Ozone generators have been shown to sometimes produce indoor levels above the safe limit. Furthermore, it has been shown that **ozone is not effective in controlling molds and other microbial contamination**, even at concentrations far above safe health levels. Also, ozone may damage materials in the home, for example, cause rubber items to become brittle. For these reasons, **the California Department of Health Services strongly recommends that you NOT use an ozone air cleaner in any occupied space.** Refer to the CDHS IAQ Info Sheet: *Health Hazards of Ozone-generating Air Cleaning Devices* (January 1998), available on the CDHS-IAQS web site.

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How can I prevent indoor mold problems in my home?

Inspect your home regularly for the indications and sources of indoor moisture and mold listed on Page 1. Take steps to eliminate sources of water as quickly as possible. If a leak or flooding occurs, it is essential to act quickly:

Stop the source of leak or flooding.

Remove excess water with mops or wet vacuum.

Whenever possible, move wet items to a dry and well ventilated area or outside to expedite drying. Move rugs and pull up areas of wet carpet as soon as possible.

Open closet and cabinet doors and move furniture away from walls to increase circulation.

Run portable fans to increase air circulation. Do NOT use the home's central blower if flooding has occurred in it or in any of the ducts. Do NOT use fans if mold may have already started to grow -- more than 48 h since flooding.

Run dehumidifiers and window air conditioners to lower humidity.

Do NOT turn up the heat or use heaters in confined areas, as higher temperatures increase the rate of mold growth.

If water has soaked inside the walls, it may be necessary to open wall cavities, remove baseboards, and/or pry open wall paneling.

### USEFUL PUBLICATIONS

Links to the following documents can be found at [www.cal-iaq.org](http://www.cal-iaq.org).

General Information

**Molds, Toxic Molds, and Indoor Air Quality.** Detailed overview for the legislature by the California Research Bureau.

**Mold in Workplace – CDHS-HESIS Infosheet.** Useful overview with specific resources for workers.

**Biological Pollutants in Your Home.** Concise booklet by U.S. EPA and ALA aimed at affected homeowner.

**Mold and Moisture.** Appendix H in the U.S. EPA IAQ Tools for Schools

Clean-up Guidance

**Repairing Your Flooded Home.** Excellent resource by the American Red Cross and FEMA, with details on technical & logistical issues.

**Guidelines on Assessment and Remediation of Fungi in Indoor Environments.** Widely referenced guidelines developed by the New York City Department of Health.

**Mold Remediation in Schools and Commercial Buildings.** Valuable, new guidance by U.S. EPA, also applicable to residences.

Consultants, Laboratories & Clinics

**CDHS Listing of Consultants Offering IAQ Services in California.** Self-reported database of contractors.

**CDHS List of Laboratories for Bioaerosol (Mold) Testing.** Identifies labs providing bioaerosol testing.

**Association of Occupational & Environmental Clinics.** [www.aoec.org](http://www.aoec.org).

Additional Information:

**U.S. EPA IAQ INFO,** 800-438-4318,

9 am to 5 pm, Eastern Time, [www.epa.gov/iaq/](http://www.epa.gov/iaq/)

**CDHS Indoor Air Quality Section,** 850 Marina Bay Parkway (EHLB), Richmond, CA 94804, Phone: 510-620-2874

[www.cal-iaq.org](http://www.cal-iaq.org)

### FOR LOCAL ASSISTANCE:

Contact your County or City Department of Health, Housing, or Environmental Health

California Department of Health Services (CDHS)

IAQ Info Sheet

Arnold Schwarzenegger, Governor  
State of California

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**Kimberly Belshé, Secretary**  
Health and Human Services Agency  
**Sandra Shewry, Director**  
Department of Health Services

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PPV 29 Palms Lease Agreement 9 18 04

Project: \_\_\_\_\_  
Unit: \_\_\_\_\_

### LEAD BASED PAINT HAZARDS DISCLOSURE

This Lead Based Paint Hazards Disclosure ("**Disclosure**") is given to \_\_\_\_\_ ("**Resident**") by Camp Pendleton & Quantico Housing, LLC (the "**Owner**") concurrently with the attached Lease Agreement ("**Lease**"), with respect to the Premises described in the Lease.

**LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. In addition, housing constructed during and after 1978 may contain surfaces coated with lead based paint manufactured before 1978. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum have been provided to Resident:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner, previously or as an attachment to this addendum, has provided Resident with the pamphlet "*Protect Your Family From Lead in Your Home*" or an equivalent pamphlet approved for use in the State as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*."

I Understand and Acknowledge this Lead Based Paint Disclosure and have considered this information prior to signing the Lease.

**\*RESIDENT\***

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Project: \_\_\_\_\_  
Unit: \_\_\_\_\_

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ORDNANCE DISCLOSURE

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This Ordinance Disclosure ("**Disclosure**") is given to \_\_\_\_\_ ("**Resident**") by Camp Pendleton & Quantico Housing, LLC (the "**Owner**") concurrently with the attached Lease Agreement ("**Lease**"), with respect to the Premises described in the Lease and located on or near a military base (the "**Base**").

THE PROPERTY IS NOT LOCATED WITHIN (1) MILE OF A FORMERLY USED DEFENSE SITE.

An "ordnance" is defined as ammunition, ammunitions components, or explosives that have been abandoned, expelled, lost, discarded, buried or fired. According to California Civil Code 1940.7 and Civil Code 1102.15, a former Federal or State ordnance location is an area identified by an agency or instrumentality of the Federal or State government as an area once used for military training purposes and which may contain potentially explosive munitions. These areas are known as Formerly Used Defense Sites ("FUDS"). These sites are former locations used by the United States Armed Forces during the World War II, but are no longer used for military purposes. Currently active military bases and facilities, like the Base, are not considered Formerly Used Defense Sites.

While the chances of encountering old shells, mortars, munitions and other types of ordnances are slim, Residents should be aware of any type of old metal containers that may be found in the area. Residents should be aware that regardless of age, an ordnance retains its explosive potential. These items may even become more sensitive over time and detonation could occur with the slightest touch. Encourage everyone on the Base to report any suspicious metal items found in the area to local authorities. If suspicious items are found, children should remember the following:

- DO NOT TOUCH
- Mark the Location with Something Visible
- Tell an Adult
- Call 911

It is important that children and adults who reside on the Base be aware of the possibility of finding explosive ordnance within the area.

I Understand and Acknowledge this Ordinance Disclosure and have considered this information prior to signing the Lease Agreement.

"RESIDENT"

_____	Date: _____
(Signature)	
_____	Date: _____
(Signature)	



Project: \_\_\_\_\_  
Unit: \_\_\_\_\_

**PROPOSITION 65 DISCLOSURE**

This Proposition 65 Disclosure ("**Disclosure**") is given to \_\_\_\_\_ ("**Resident**") by Camp Pendleton & Quantico Housing, LLC (the "**Owner**") concurrently with the attached Lease Agreement ("**Lease**"), with respect to the Premises described in the Lease.

Asbestos is a compound of natural fibrous minerals that has been used commercially because of its strength, durability, fire retarding capability and resistance to heat. A significant portion of single family homes, condominiums, town houses and apartments built before 1981 contain asbestos. If properly maintained and undisturbed, there will be little or no release of asbestos fibers into the air, and the asbestos will not pose a health risk. Disturbance of the asbestos may be caused by any procedures that may cause the asbestos to become airborne, including sanding, pounding or scraping. When inhaled, asbestos may cause cancer.

In compliance with Proposition 65, Owner wishes to advise you, the Resident of the above-described Property that the residence you are renting may contain one or more chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

Further, Owner warns that because your residence was constructed before 1981, Residents may not disturb or attach anything to the walls, ceilings, floor tiles or insulation behind the walls. If any repairs need to be made to the walls or floor or ceiling tiles, you must notify Owner in writing immediately, so repairs can be made by qualified personnel.

The undersigned acknowledges that they have read and understand the foregoing warning. Should Residents require further information regarding Proposition 65 and the foregoing warning, they may contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900.

I Understand and Acknowledge this Proposition 65 Disclosure and have considered this information prior to signing the Lease.

"RESIDENT"

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

# 29 Palms MAGTFTC PPV

## Housing

### WELCOME!

Welcome to 29 Palms MAGTFTC PPV Housing, a Military Family Housing Community. We are pleased that you have chosen to make your home with us. To help acquaint you with the community, your neighborhood and some of the regulations established by the USMC, we have compiled some useful information. We hope this assists you in making 29 Palms MAGTFTC your new home.

This community is managed by Lincoln BP Management, Inc. It is our desire to provide the highest quality living environment possible for our guests. Should you have any comments or suggestions that cannot be answered by your community staff, please feel free to contact us at the following address:

#### Lincoln BP Management, Inc.

General Management Office  
Attn: Regional Property Manager  
Lincoln BP Management, Inc.  
Box 788106  
Bldg 1003 Cottontail Rd  
MAGTFTC, MCAGCC  
Twenty-nine Palms, Ca 92278-8106  
(760)368-4500

Lincoln is committed to compliance with all applicable fair housing laws, as well as base regulations where communities exist. Your community policies are designed to provide for consistent and fair treatment of all residents in the spirit of these laws. Our professional goal is to provide you a level of service that exceeds your expectations.

The staff at your community has a legal obligation to treat each individual in a consistent manner.

Thank you in advance for your cooperation and we hope you enjoy your new home and community.

Our Mission . . .

#### TO OUR RESIDENTS

*We are dedicated to delivering exemplary service in a quality home environment.*

*Our goal is to be the Military home provider of choice – a goal we attain through our residents and employees.*

*We understand that our customers define the standard of quality and service, and their loyalty must be earned.*

# **29 Palms MAGTFTC PPV Housing**

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Dear Resident,

We at Lincoln BP Management, Inc. are glad that you chose our Community for your new home. We have created the following policies for our communities with your comfort, convenience and safety in mind. Included among these guidelines are references to policies for amenities that may or may not be available at your community.

We at Lincoln BP Management, Inc serve as the managing agent for the owner of your community. For the purpose of these policies, we will refer to you, the "Resident", as being any person who is listed as a resident on a valid and current lease agreement, and entitled to occupy the dwelling unit and a "suitable and responsible representative" as a person 18 years of age or older who is responsible for supervising someone under the age of 18 as indicated below.

It will be the responsibility of you, the Resident, to ensure that all your family, occupants, guests, invitees and others comply with all written Community policies. From time to time, we may make reasonable policy changes, which will be distributed in writing. You must also comply with all posted signs at the Community.

### **Lease Provisions**

To assure quality service and amenities, the number of occupants per dwelling will be limited to two-persons-per-bedroom plus one. The occupancy limit may be waived for residents whose immediate family (spouse and bona fide family members) exceeds two-persons-per-bedroom plus one. A newborn under the age of six (6) months will not be included in occupancy limits. The waiver of occupancy limit does not include extended families (i.e. grandparents, aunts, uncles, nieces, nephews, cousins, etc.) Any exceptions to this policy must be by written permission of the Property Manager.

It is the responsibility of the Resident to inform management if or when the number of people residing in their dwelling exceeds occupancy limits. Failure to do so will constitute a violation of the Lease Agreement.

If you meet all the criteria for transfer, the Operations Manager and the Military Housing Office will approve transfers from one dwelling to another and in such instances a new Lease Agreement will be signed. The vacated dwelling will be inspected and must be left in the condition described in your Move-Out Instructions. We will assess charges for damages as applicable and will require that they be paid upon request.

In accordance with the Lease Agreement, we require the Lease term be fulfilled and/or that you comply with the provisions of your Lease. In addition, we require that at least 30-days written notice be provided prior to vacating the dwelling. Exceptions to this policy are included in the Lease Agreement.

### **Lease Renewal**

As specified in your lease, upon the expiration of your initial Lease term, your Lease Agreement will automatically be renewed on a month-to-month basis. Please feel free to contact the Management Office for details.

### **Move Out**

If you wish to move out of your dwelling after Lease term expiration, we require that you submit in writing a 30-day notice of intent to vacate. To receive a full security deposit refund (where applicable), you must comply with all lease requirements including the following:

- You must pay all rent and other amounts due;
- You must pay for any damages to the dwelling;
- You must complete the full term of your Lease Agreement and Lease provisions;
- Dwelling left in the same condition as at the time of move-in (normal wear and tear excepted);
- All keys must be returned to the Management office.

### **Pets**

Pet policies will comply with current base pet policies. If pets are permitted at your Community, you must sign a Pet Agreement, and agree to abide by all policies listed in the Pet Agreement. Pets are not allowed in the Serra Mesa community. (Please see your management staff for further inquiries).

### **Mediation**

In the event of mediation for a dispute arising under the Lease, the Owner and Resident shall select a mediator from the list of mediators approved by the local California Superior Court for the jurisdiction in which the Premises is located.

### **Your Dwelling**

With the exception of childcare operated by a DoN-approved, licensed child care provider and at-home businesses with prior approval, Residents may not operate any type of business in or from their dwelling or within the community.



#### **Decorating/Signs**

**Alterations must be approved by Management.** We require that residents refrain from modifying the walls, shelves or closets without prior written approval of the Property Manager. Painting is only to be performed by management personnel. We will allow residents to hang pictures, mirrors, etc. on the walls, but ask that you use appropriate picture-hanger devices. In addition, we ask that you please use a cutting board rather than chopping and cutting upon the kitchen countertops.

In order to keep your dwelling its most attractive, we also ask that any window treatment be approved by the Management office. All windows must show white to the outside--aluminum foil or colored window treatments will not be allowed. Residents shall dispose of garbage in designated receptacles only. Please utilize telephone outlets already installed in your dwelling only as any additional wiring is prohibited.

**Holiday Decorating:** Holiday displays are not permitted on roof surfaces. Follow proper safety precautions and do not overload electrical circuits. Holiday lighting shall be turned off by 10:00 pm.

**Signs:** Yard sale, patio sale signs or any other type sign or banner advertising an event can only be posted on authorized bulletin boards or displayed in your area of responsibility. These types signs are not to be attached to utility poles, mail boxes, sign posts, trees, etc.

#### **Patio and Balconies**

We ask that you keep your sliding door and windows closed and locked during your absence to protect against rain damage. Patio, balcony, or entryways should be kept uncluttered and free of trash and residents are asked to not store items, trash, clotheslines or clothes on balconies. In addition, please do not leave pets unattended on patios or balconies at any time (only in communities where applicable).

#### **Private Yards**

Please keep private yards free of trash and debris. We permit residents to have playground equipment, such as toddler-type plastic swing sets or slides in their private yards, although structures such as doghouses, dog runs, storage sheds, or personal whirlpools/spas are not allowed. While private wading/swimming pools are allowed, they cannot be left over night or unattended at any time while there is water in the pool. Occupants are responsible for the maintenance of the grounds within their fenced yards. In the San Mateo Community: (a) all landscaping installed by Resident shall be non-invasive and drought-tolerant, (b) any outdoor lighting shall be directed away from the coastal sage scrub area, and (c) lighting along the Southeastern border of the Community shall be screened.

#### **Trash and Refuse, Disposal and Collection**

Trash and refuse includes but is not limited to garbage, trash, swill and waste. All refuse and trash will be placed at curbside for collection on scheduled collection days prior to 7:30 am. If desired, occupants may place trash and refuse at curbside after 6:00 pm on the days that precede collection days. All trash and refuse, except as noted below, will be placed in covered containers in accordance with the trash contract.

Containers will be filled in a manner that will allow complete closure of lids. Residents will be responsible for cleaning containers frequently to prevent the unsanitary conditions that contribute to insect breeding.

- Plastic bags are for use only as a container liner or for grass. Plastic bags should be filled with grass clippings in a quantity that precludes bag breakage. Do not exceed the "test" strength of the bag.
- Limitations on trash container capacity must be observed.
- Any material that might cause injury to the collector (i.e. ashes, sawdust, broken mirrors, etc) must be securely wrapped in several layers of newspaper and placed in containers. Sturdy cardboard boxes, secured tightly closed may be used.
- Wet trash or refuse not intended to be disposed of in the garbage disposal, must be drained, wrapped in newspaper or placed in milk cartons and placed in containers.
- Trash and refuse must not include rocks, earth, construction waste, heavy or large objects, large auto parts, explosives, chemicals, any form of hazardous waste, bicycles, or lawn mowers.
- Residents should promptly remove empty trash containers from the curbside to their proper location after collection has occurred.
- It is the responsibility of each resident to prevent the scattering of their trash or refuse containers.

#### **Personal Property**

We strongly recommend you acquire renters insurance. During extended periods of absence, please notify us and/or make arrangements with your neighbors to periodically check your dwelling for fire hazards, broken water lines or other potential hazards that may arise in your absence.

#### **Keys/ Lock Out**

In case of emergency it is necessary for the Management office to have a key to any additional or replacement lock that was not originally provided upon move in. In the event you are locked out of your dwelling, please call the office during business hours or contact maintenance for assistance. A number will be provided in your Welcome Package. We will replace any lock and provide additional keys for a small fee.

### **Guests**

Visitation period for guests is limited to fifteen consecutive days. Residents must notify Owner, in writing, within 72 hours of a visitor's arrival if the visitor will be staying more than fifteen consecutive days. Special situations, such as temporary custody, should be referred to management and will be dealt with on an individual basis. The Owner reserves the right to control the entry into the Community by Resident's guests, agents, licensees or invitees, furniture movers, delivery persons, solicitors, and/or salespeople and may prohibit from the Dwelling or Community guests or invitees who, in Owner's reasonable judgment, have been disturbing the peace, disturbing other residents or violating Community policies. As a custodian of the leased property, the resident retains responsibility for the guest residing at their house.

### **Complaints**

When incidents or situations of a serious nature arise or residents become aware of a specific housing violation, residents should report the condition to the call center and personnel will investigate the complaint and take appropriate action. Serious or repeated violations or occasions of misconduct will be presented to Management for disposition and could result in termination of the lease. Valid complaints will remain in the file of the responsible party.

### **Televisions, Stereos, Radios**

Please respect your neighbor's right to the quiet enjoyment of their home by controlling the volume of your televisions, stereos, radios, and parties. Please note that CB base stations or radio/television aerials and wires are not permitted on any part of the premises. Satellite dishes may be installed, under the guidelines outlined in the Satellite Addendum.

### **Office Hours and General Information**

Your district office is open from 8:30 am to 5:30 pm Monday through Friday, and from 9:00 am to 1:00 pm on Saturday. Our telephone number will be provided when known. After the close of business, messages for office personnel and *non-emergency* maintenance requests may be left on the answering machine. For *after-hours maintenance emergencies*, please call our 24-hour customer service center, *Lincoln at Your Service*, by dialing toll-free, 1-888-578-4141. Our fax number will be provided when known. Please feel free to call us if you have any questions.

If you receive a bill regarding waste removal, water, sewer and storm drain fees please bring the envelope and all its contents to the on-site management office.

### **Swimming Pool / Swimming Pool Hours of Operation (including spa and sauna): 8:00 a.m.-10:00 p.m.**

We ask that all residents and their guests observe the posted pool regulations as established by the City/County. For health and safety reasons, we require that all persons under the age of 14 be accompanied and supervised by a parent, guardian or legal custodian, or a suitable and responsible representative, at all times. A Resident or occupant must accompany guests at all times. For the comfort and pleasure of all residents, radio and CD players may only be used with earphones. All residents and their guests are asked to refrain from loud or profane language and to conduct themselves in a manner that is not offensive to those around them.

Please wear only swimwear in the pool, as the strings on cutoffs will clog the filter system. Floats, toys and air mattresses are not allowed, although safety floats for children are permitted. Identification may be requested any time to assure that only residents/occupants and their guests use the pool. In addition, neither pets nor glass objects are allowed in the pool area. (This provision does not apply to guide animals used by handicapped persons.)

### **Sports and Recreational Areas / Fitness Center Hours: 6:00 a.m. to 10:00 p.m.**

Residents may check out equipment from the Management Office during office hours and may require proof of residency. We require that a valid driver's license or other identification be left at the Management Office and that all equipment be returned before closing.

Use of sport and recreational areas are at your own risk and all residents must expressly understand that Management is to be held harmless for any and all injuries, accidents, or losses suffered while using facilities, other than those that may result from the negligence or willful misconduct of Lincoln BP Management, Inc. personnel. The Management office will make no warranties concerning the equipment or facilities and residents agree no representations are being made as to the safety, desirability or quality of equipment or facilities. Residents and their guests or occupants will be responsible for the cost of any repair or service on equipment or facilities due to misuse.

### **Common Areas**

All common areas, including but not limited to parking lots, stairwells, breezeways, jogging trails, laundry rooms, courtyard areas, the grounds surrounding your apartment home, clubrooms, sport courts, creeks, lakes and pools must be kept clear at all times of trash, refuse and other obstructions. Please be aware that all items left unattended in common areas may be removed and disposed of by management personnel without notification.

Common areas are for the use and enjoyment of all residents at the Community. Any Resident, occupant and/or guest(s) behaving in an unreasonable, illegal and/or offensive manner will be required to leave the common areas and such conduct shall constitute a breach of the Lease Agreement.

Your Management office will issue Lease Violations for such items as excessive noise, littered yards, illegal parking, balcony or breezeway violations, unauthorized pets, unauthorized repair of vehicles and failure to observe speed limits or stop signs within the community.

## **PARKING POLICIES**

### **Motor Vehicles and Parking**

When entering or leaving the community, we ask that you operate your vehicle at a speed not to exceed fifteen miles per hour.

The parking lots are for parking automobiles, motorcycles, vans or pick-up trucks belonging to or used by the residents and occupants of the community.

City and base fire codes prohibit the parking of motorcycles under breezeways, on sidewalks, patios or inside your dwelling. Please do not park in designated fire lanes, handicapped spaces (unless authorized to do so) or block trash receptacles. Such action is a violation of city or base ordinances and vehicle will be towed at the owner's expense. Any vehicle towed may be subject to additional fines.

All abandoned, inoperable vehicles and/or vehicles with expired registration are subject to being towed. Any vehicle with an alarm system that malfunctions and/or sounds continuously for one hour, or intermittently for a period of three hours, is subject to being towed. If you are planning to be absent from your dwelling for an extended period of time, please make arrangements with management regarding a contact person in your absence.

Parking at your community is unassigned (surface). Vehicles found in "No Parking" areas, red zones, blocking access, without current registration, inoperable, stationary for extended periods of time, or in Handicapped spaces (without a permit) will be towed at the vehicle owner's expense and risk. Private garages must be primarily used for vehicle parking.

Observe all traffic and parking signs as the streets and alleys throughout the community will remain open to the public. This ensures access for city police, fire and other vital services. All surface (street) parking is unassigned, unless otherwise specified in your lease.

Vehicles without current registration and/or current plates are subject to being towed, without notice, at the vehicle owner's expense. The use of streets, alleys, parking lots for any other purpose (such as parking or storage of commercial vehicles, taxicabs, boats, trailers, large trucks, buses, recreational vehicles or large motor homes) or repair of motor vehicles (including oil changes) is prohibited throughout the community (including private garages).

For the safety of your children, please instruct them not to play in the streets, alleys or parking lots. Speed limit signs are posted in all housing areas. Sound judgment will require speeds to be considerably lower due to traffic conditions and children at play.

**WE CARE ABOUT OUR CHILDREN. . . please drive carefully.**

### **Behavior and Possession**

For the comfort and well being of all residents, the following activities are prohibited:

- Possessing a weapon that is not registered with the Provost Marshall and not being properly stored. Displaying a gun, knife, discharging a firearm or other weapon in the common areas in a way that may alarm others, or engaging in threatening violence within the community.
- Disrupting our business operations.
- Disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Community.
- Behaving in a loud or obnoxious manner that is disruptive to others within the Community.
- Harassing or discriminating behavior towards others in or near the Community (including Owner's representatives and employees).
- Possessing, selling or manufacturing illegal drugs or possessing drug paraphernalia.
- Storing anything in closet that house gas appliances.
- Tampering with utilities or telecommunications lines.
- Handling, storing, using, or disposing of hazardous chemicals (including motor oil) in a manner contrary to local ordinance and EPA guidelines, or burning stereo logs in fireplaces.

## SAFETY AWARENESS

The following suggestions will help you take an active role in securing your home, property, and most importantly, yourself.

- > If you have an emergency, call 911 or the base police. Attempting to locate the security officers or calling the management/district office will only delay response time.
- > Take responsibility for your own safety. Know your local emergency phone numbers.
- > Do not open your front door without verifying who it is first. If the person claims to be an employee and you do not recognize them, call the management office for verification.
- > When returning to your home late in the evening, if possible, always use the main property entrance.
- > While on the property and at all times, be observant and always be aware of your surroundings and the people in the area.
- > Do NOT display house keys in public or carelessly leave them in the mail area, at the pool, or places where they can be easily stolen.
- > Do NOT affix identifying tags with your address on your key chain.
- > Keep a complete list of the serial and identification numbers of all your appliances, computers, television, VCR, stereo, etc. This will greatly aid in recovering stolen goods.
- > If you notice suspicious persons loitering around the property, report them immediately to the proper authorities and the management/district office, DO NOT confront them yourself.
- > Do not invite strangers into your apartment.
- > Automobiles and auto accessories such as cellular phones and stereos are prime targets for thieves. Your car should remain locked at all times.
- > Please insure that all of your apartment doors and windows are locked at all times. If any of your locks are inoperable, please contact the management/district office immediately.

The owner and manager are not responsible for any lost or stolen property.

## DISASTER SUPPLY KIT

The Federal Emergency Management Association (FEMA) recommends each family keep the following items readily available for transport in case of severe weather, earthquake or other emergency: **Be prepared in advance and have emergency materials on hand.**

### Flashlight/Batteries

### Battery operated Radio with extra batteries

**Water** – at least 1 gallon daily per person for 3 to 7 days

**Food** – enough for 3 to 7 days

Non-electric can opener

Non-perishable and canned foods

Food for infants or elderly

Snack foods

Cooking tools, fuel

Paper plates, roll of paper towels, plastic utensils



**Blankets, Pillows**

Clothing – seasonal, raingear, sturdy shoes

**First Aid kit, Medicines**

**Toiletries**

**Cash**

**Keys**

**Tools**

Important Documents (keep in a waterproof container)

**Special needs for Infants or Elderly**

Pet Care Items (food, water, carrier/cage, medicines)

**Disaster Services**

American Red Cross  
FEMA  
Salvation Army

See your provided move-in packet for phone numbers

## ENERGY MANAGEMENT

Saving energy in your home allows for more money to be available for Community Services and for upgrades to your home and common areas. Please help us to provide improvements to your homes and neighborhood by saving on your individual energy costs.

Lincoln BP Management, Inc. tracks individual utility usage. Our goal is to reward those who conserve energy and to educate energy abusers.

Please review the attached "Conservation Tips" that offer simple steps that lead to significant energy conservation. In the coming months you may be notified of your individual energy consumption to help you monitor your usage from month-to-month.

Thank you!

## ENERGY CONSERVATION TIPS

### Refrigerators

- > Open refrigerator door only long enough to get the food items you need.
- > Organize your food on the shelves for easy access.
- > Before storing leftovers allow them to cool, that way your refrigerator or freezer won't have to work to cool them off.
- > Refrigerators and freezers operate more efficiently when they are full, but over-loading will prevent cold air from circulating properly.

### Dishwasher

- > Only wash full loads and use the energy-saver setting.
- > Allow dishes to air dry.

Last updated September 18, 2004

- > If you wash dishes by hand, fill the sink with water instead of letting the water run, and rinse with cold water.

## Stove

- > Defrost food first in the microwave and cover pots to shorten cooking time.
- > Keep your oven and range free of grease and baked-on residue.

## Laundry

- > Wash full loads and use cold water instead of hot water.
- > Dry full loads and clean lint filter after each load.
- > Most materials only need a 10-15 minute wash cycle to get them clean, over washing and over drying will wear out your clothes faster.

## Water

- > Turn the water off while you're not using it - such as when lathering your hands with soap, brushing your teeth and scrubbing dishes.
- > Decrease your showering time to about 5 minutes.

## Lights and Other Appliances

- > Replace your incandescent light bulbs with compact fluorescent lights (CFL's), they use 75% less energy and last up to 10 times longer.
- > Turn off lights when you leave a room.
- > Unplugging or turning off appliances when you're not using them can save a significant amount of energy.

## Heating & Air Conditioning

- > Thermostat should never be turned up high to heat a home in a hurry (it won't heat your home any faster).
- > Please keep windows and doors closed while using the heating and air conditioning
- > Use fans and open windows to create a cross-draft instead of using your central air-conditioning
- > Keep your vents free from obstructions.

# MAINTENANCE TIPS

### General Maintenance

Please report any and all needed repairs to the office by phone, email or through Service Track online. For maximum efficiency, report repairs in the morning whenever possible.

In the event your service request is not completed to your satisfaction and your Management Office staff seems unable to provide a solution, please feel free to contact the Lincoln General Manager's Office.

### Emergency maintenance is provided 24 hours a day.

An emergency is defined as any occurrence that endangers life or property or that eliminates an essential service. These include, but are not limited to: fire, flood, power outage, gas leak, violent criminal activity and burglary. If the ONLY bathroom is not functioning, it is considered an emergency. After office hours, call (888) 578-4141 for emergency service requests.

Should you require maintenance assistance or have any questions regarding the operation of your appliances, please contact the management.

### Access To Your Dwelling

We require that the Management office approve any change of dwelling locks. It is imperative that we have access to your dwelling in order to perform routine work and handle emergency situations; therefore, it is necessary for your manager to have any and all keys to your dwelling. Whenever Management personnel or exterminators enter your dwelling to perform work, they will leave a copy of the service request to let you know what work was performed.

## For your peace of mind

Please notify the management of any burned out exterior or hallway lights, faulty locks, lost keys, etc.

Please report immediately to police and then to the Management Office or 24-hour answering service any suspicious persons, strange vehicles or unusual or suspicious activity.

We require that written permission be supplied from Residents listed on the Lease Agreement, in order to give access to a dwelling. This includes delivery companies, moving van representatives, out-of-town guests and relatives.

Before allowing entry into your dwelling, please request credentials from all maintenance personnel.

**Garbage Disposal:** Keep the cover in the stopper position when not in use (this will prevent foreign material from accidentally dropping into the disposal unit). Be sure to have COLD water turned on. It is important to maintain a sufficient flow of water to flush shredded waste through the drains, even after the disposal unit has been turned off. DO NOT put bones, bottle caps, glass, foil, rags, cigarettes, string, paper, anything fibrous (i.e., celery, artichokes, corn husks) or grease down garbage disposal. This will build-up and cause clogging.

### Troubleshooting

1. Press the reset button under the garbage disposal unit (located under the sink) and turn the switch on.
2. If the disposal still does not operate, please call the management office and we will send someone out to repair the unit.

**Dishwashers:** Rinsing your dishes before loading helps prevent the drain from clogging. If you have dishwasher safe plastic and wooden items, load them in the top rack only. Please do not place fragile glassware in the dishwasher, the jet action may cause breakage. See your District Office for detailed operating instructions.

**Washing & Drying Machine:** In communities where machines are provided for your use, the machines are part of an energy program and may meet the Energy Star requirements and therefore we recommend that you not replace the machines. See your District Office for detailed operating instructions.

**Toilets:** Clogged toilets can be prevented by ensuring that only toilet tissue, used in moderation, is flushed down the toilet. Keeping a plunger on hand will allow you to quickly solve clogs yourself. Maintenance assistance is available for serious back-ups.

**Light Bulbs:** Your apartment is supplied with light bulbs at time of move-in. After move-in, it is your responsibility to replace burned out light bulbs in any *personal* lamps or fixtures. Please report unlit bulbs over walkways, halls, or common areas to the management office.

**Smoke & Carbon Monoxide Detectors:** Your home has one or more smoke detectors. Carbon Monoxide detectors have also been installed in most homes and will ultimately be installed in every home that is serviced with gas. Both of these appliances are hard-wired to the electrical system and have battery back up. As the proper functioning of these appliances is critical to your safety, we recommend that you inspect and test them on a monthly basis. It is violation of your Lease to remove or tamper with these detectors. Immediately notify the District Office in writing of any malfunctioning detectors.

**Central Air & Heat:** Your home is equipped with individual unit central heat and in some communities' central air as well. An ideal temperature setting is between 70° – 72°, with the minimum to maximum range being from 68° – 74° (please be aware that setting your thermostat to temperature extremes may cause damage to your HVAC unit). Your thermostat is factory programmed to standard temperature settings. Should you decide to change the temperature, please allow a minimum of ten minutes for the temperature to adjust (choosing an extreme setting will not bypass this 10+ minute adjustment): The temperature will remain at this setting until the next factory programmed temperature cycle; If at any time you find that your thermostat is malfunctioning or for more detailed operating instructions, please call the District Office. HVAC repairs may take up to four (4) days to be repaired, as specially trained technicians must be called out to perform service on the units.

**HVAC Filters:** At move-in, your AC filter will be new. Twice yearly, Lincoln's maintenance team will schedule your filter to be replaced. The air conditioning filter(s) in your dwelling should be changed on a regular schedule to insure proper performance of heating and air conditioning units. We will provide this service at no cost and will send you notice in advance.

**Garage Doors:** Garage door springs, cables, brackets and other hardware attached to the springs are under very high tension and if handled improperly, can cause serious injury. We recommend that you report all malfunctions to the District Office so that qualified professionals can make the necessary repairs/adjustments. A few simple precautions can protect your family and friends from potential harm. Please take a minute to read the following safety tips:

Last updated September 18, 2004

X \_\_\_\_\_

RESIDENT

\_\_\_\_\_

X

OWNER:

29 PALMS MAGTFTC PPV HOUSING

By: Lincoln BP Management, Inc.

Authorized Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

X \_\_\_\_\_

DATE

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Last updated September 18, 2004